STATE OF TENNESSEE )
COUNTY OF DAVIDSON )
The actual consideration and value
of the transfer is One Million Nine Hundred
Seventy Five Thousand ($1,975,000) Dollars

Affiant

BRENDI E. KAPLAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Subscribed and sworn to before me, this 9th
day of , February 2007.

Notary Public

My Commission expires: MY COMMISSION EXPIRES: March 22, 2008

Davidson County DEEDWARR
Recvd: 02/09/07 16:19 25 p
Fees:127.00 Taxes:0.00

20070209-0017444

This instrument was prepared by:
Gilbert Stroud Merritt III
9 Music Square South, #359
Nashville, TN 37203

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Address New Owner:
222 Third Avenue North, Suite 701
Nashville, Tennessee 37210

Send Tax Bills To:

EXEMPT

Map-Parcels
085-00-0 018.00
085-00-0 017.00

**FEE SIMPLE**
**SPECIAL WARRANTY DEED**

WHEREAS,"Stone Hall" below refers to the large stone house on Parcel 18, and "Eversong" refers to the cabin by the Stones River on Parcel 17;

WHEREAS, "Adjoining Development' 'below refers to adjoining Parcel ID 08500021300 and the planned residential development of Three Hundred Thirty Nine (339) homes and town houses on said parcel;

WHEREAS, "Possible Development Road" below is more particularly described below and refers to a small road potentially connecting the Adjoining Development to Lebanon Road across the Property;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, G. STROUD ME RRITT, III, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, herein after called the Grantee, to certain tracts or parcels of land in Davidson County, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS DEED EXHIBIT 1

Being the same property conveyed to Gilbert Stroud Merritt III by deed from Eli Merritt, Trustee of the Eli Merritt and Rosana Castrillo Revocable Trust, having full authority to sell and convey without the joinder of any beneficiary, and Louise Clark Merritt of record Instrument Number 20040524-0060701, Register of Deeds Office for Davidson County, Tennessee.

A new legal description was not prepared for thus transaction. The legal description is the same as the previous instrument of record.

**This conveyance is made subject to:**

1. 2007 taxes, which have been prorated and assumed by Grantee;

2. The attached Deed Exhibit 3 "Stone Hall Conservation Easement" for the Property;

3. The covenants contained below;

This is improved property known as 1014 and 1015 Stones River Road, Hermitage, Tennessee, 37076.

Subject Property is the usual place of residence of Grantor.

By force of said Easement and this deed instrument the Grantee shall forever remain subject to the attached "Stone Hall Conservation Easement" for the Property which Grantee shall execute when this deed is executed and said Easement shall remain attached to this deed instrument when recorded and said Easement shell also be separately recorded at the Register of Deeds Office for Davidson County, Tennessee.

The covenants which follow shall bind the heirs, successors and assigns of the Grantee and shell endure forever and ran with the land:

1. Grantee covenants that the Property shall be preserved intact as a public park to provide the public valuable greenspace for conservation, and that the Property shall be used solely as a Metro Greenways public park, and the natural setting and beauty of the Property shall be maintained for use as part of the Greenways, and covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that, except as specifically provided herein below, no part of the Property shall be used for anything other than as a public park, said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that additionally, but not in lieu of or to the exclusion of the public park purpose above, the Property may be used as administration offices of the Grantee, so long as such offices are solely attendant to the administration, preservation, and upkeep of the Property and Greenways, said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that neither the Lebanon Road frontage of Parcel 18, nor any other part of the Property, shall ever be developed commercially or residentially, said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

Grantee covenants that in addition to the plain meaning and description of the three terms "public park," "Greenway public park," and "park purpose" in this Deed, the immediately following paragraph containing language from Metro Greenway Website shall also provide reference to the interpretation of said three terms in the event of uncertainty, and that the most important goal of Grantor of this Easement of all goals expressed in said language is that the park shall provide the public valuable greenspace for "conservation," said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

"We envision Nashville and Davidson County tied together with threads of green -bicycle paths and hiking trails that connect people to parks, to downtown, to schools and other areas of activity, to waterways, hillsides and the animals and plants that live there, and to each other. A city where natural areas, recreational opportunities, and non-motorized transportation are within easy reach of all of us... Greenways provide valuable greenspace for conservation, recreation and alternative transportation. Greenways provide all citizens with barrier-free access to natural resources and recreational opportunities."

2. Grantee covenants that Stone Hall and Eversong shall be preserved, said covenant shall bind heirs, successors, and assigns of Grantee and shall ran with the land forever.

Grantee covenants that while Stone Hall and Eversong may be added onto, or additional free-standing buildings may be erected, there shall not more than 10,000 square feet total new building space on the Property, and such new buildings shall not be located on the Lebanon Road frontage of Parcel 18, and new buildings and existing buildings shall be limited to a public, not-for-profit, park purpose consistent with subsection 1 above, and Stone Hall and Eversong shall be generally open to the public, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

3. Grantee covenants that, subject to the limitations below, while the Possible Development Road may be allowed across the Property to join Lebanon Road at Central Pike and the Adjoining Development at the Grantee's discretion, such road shall go behind Stone Hall, to the north, and not in front to the south, said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that the maximum right of way and actual width of the road including curbs and gutters shall be no wider than Twenty Nine Feet (29) feet, except for the last Two Hundred (200) linear feet of the Possible Development Road closest to Lebanon Road, at the junction of said two roads, which maximum right of way and actual width of the road including curbs and gutters said Two Hundred (200) linear feet shall not be wider than Sixty Seven Feet (67) feet wide, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Said maximum widths requirements above only apply to road surface, gutters, and curbs and shall not include sidewalks, which may be wider. Grantee covenants that except for the Possible Development Road, no future public or private road shall for any reason divide or split any part of Parcel 17 or Parcel 18 and thereby provide automobile access to Lebanon Road from any adjoining property (or any property adjoining any such adjoining property), said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that Possible Development Road may be permitted if automotive access of ingress and egress of said road is limited to the Adjoining Development, Ravenwood Country Club, and the other property owners/users on Stones River Road, and that no future development of dwellings beyond Three Hundred Thirty Nine (339) dwellings, inclusive of the Adjoining Development, nor commercial or industrial development, shall be legally permitted to connect to or use the Possible Development Road for automotive ingress and egress, said covenant shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

4. Grantee covenants that the name of the park shall remain the "Stone Hall Park and Nature Center" with signage as such on Lebanon Road, and the large stone house shall continue to be called "Stone Hall" with signage as such, and the cabin by the river shall continue to be called "Eversong" with signage as such, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee covenants that "Stone Hall Park and Nature Center" signage referred to above shall be of ample size to be plainly visible to motorists on Lebanon Road, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Grantee further covenants that the Stone Hall signage referred to above shall be located in front of Stone Hall and plainly visible to park visitors, and the Eversong signage as it currently exists shall be maintained, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

5. At the discretion of the Grantee, outdoor benches and indoor exhibits may bear a small sign thanking or honoring individuals and organizations, however Grantee covenants that there shall be no other signage for such purpose, except as provided elsewhere in this instrument, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Except as provided herein, Grantee covenants that existing and new

buildings, gardens, and other projects shall not be named for, dedicated to, or similarly acknowledge individuals or organizations, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Temporary contractors' signage and temporary signs serving as advertisements for upcoming events, and the like, shall be permitted to bear the name of individuals and organizations. Signage containing the names "Greenway" and "Metro Parks and Recreation," and the like, shall of course be permitted without restriction. Grantee covenants that the Land Trust for Tennessee ("LTT') shall be permitted to put on the Property a permanent sign of their choosing at a place of their choosing which says that the property is subject to a conservation easement held by the LTT, said covenant shall bind heirs, successors, and assigns of Grantee and shall run forever with the land.

6. Grantee covenants that two bronze plaques shall be erected and maintained at the expense of Grantee and located outdoors where there are presently two concrete bases on either side of the walkway to Stone Hall's front door, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Plaque 1 shall be located at the easternmost concrete base and is further described in Deed Exhibit 2 attached hereto, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever. Plaque 2 shall be located at the westernmost base and is also further described in Deed Exhibit 2 attached hereto, said covenants shall bind heirs, successors, and assigns of Grantee and shall run with the land forever.

TO HAVE AND TO HOLD, the said tracts of land, with the appurtenances, estate title and interest thereto belonging to said Grantee, his successors, and assigns, forever, and the Grantor does covenant with Said Grantee that Grantor is lawfully seized and possessed of said land in fee simple subject to the Merritt Conservation Easement, has good right to convey it, and the same is unencumbered, except as otherwise herein set out; Grantor does further covenant and bind himself, his heirs, and representatives, to warrant and forever defend the title to said land to said Grantee, his successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 9 day of February, 2007

GRANTOR:

G. Stroud Merritt, III

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared G. Stroud Merritt, III, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 9 day of February, 2007.

BRENDA E. KAPLAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

**MY COMMISSION EXPIRES: March 22, 2008**

Notary Public

My Commission Expires: _____

**DEED EXHIBIT I**

**LEGAL DESCRIPTIONS**

Being two parcels of land in the Second Civil District of Hermitage, Davidson County, Tennessee, located at the intersection of Lebanon Road and Stones River Road being more particularly described as follows:

PARCEL 18:

BEGINNING at an iron pin at the intersection of the northerly margin of Lebanon Road and the easterly margin of Stones River Road;

THENCE, with the margin of Stones River Road the following calls:

N 31°16'11" W, 56.44 feet to an iron pin, with a curve concave to the west having a central angle of 39°54'31", a radius of 166.50 feet and a chord of N 51°13'27" W, 113.64 feet for an arc length of 115.97 feet to an iron pin,

N 71°10'42" W, 343.12 feet to an iron pin in the east line of Ravenwood Club of record in Book 3374, Page 566, Register's Office for Davidson County, Tennessee;

THENCE, with said Ravenwood Club, N 08°25'55" E, 494.69 feet to an iron pin;

THENCE, with Pine Brook Associates of record in Book 11334, Page 571, Register's Office for Davidson County, Tennessee, S 78°52'18" E, 224.69 feet to an iron pin;

THENCE, S 85°54'09" E, 185.25 feet to an iron pin;

THENCE, with Emmanuel Evangelical Lutheran Church of record in Book 7332, Page 812, Register's Office for Davidson County, Tennessee, S 85°57'04" E, 133.01 feet to an iron pin;

THENCE, S 36°40'06" E, 97.30 feet to an iron pin:

THENCE, S 32°33'44" E, 191.20 feet to an iron pin;

THENCE, with John Downer, Sr., of record in Book 4454, Page 276, Register's Office for Davidson County, Tennessee, S 32°13'22" E, 222.01 feet to an iron pin in the northerly margin of Lebanon Road;

THENCE, with said Lebanon Road and a curve concave to the north having a central angle of 15°12'27", a radius of 1,874.86 feet and a chord of S 63°03'11" W, 496.17 feet for an arc length of 497.63 feet to an iron pin;

THENCE, S 71°46'42" W, 5.13 feet to the Point of Beginning.

Containing 413,204 square feet or 9.49 acres, more or less.

PARCEL 17

BEGINNING at an iron pin at the intersection of the northerly margin of Lebanon Road and the westerly margin of Stones River Road;

THENCE, with the margin of Lebanon Road, S 71°46'42" W, 246.50 feet to a point at the approximate low water line of Stones River;

THENCE, with said low water line, N 36°22'18" W, 90.00 feet to a point;

THENCE, N 57°26'46" W, 172.70 feet to a point;

THENCE, leaving said low water with the east line of Ravenwood Club of record in Book 3374, Page 566, Register's Office for Davidson County, Tennessee, N 08°25'55" E, 120.50 feet to an iron pin in the southerly margin of Stones River Road;

THENCE, with said margin, S 71°10'42" E, 337.07 feet to an iron pin;

THENCE, with a curve concave to the south having a central angle of 39°54'31", a radius of 133.50 feet and a chord of S 51°13'27" E, 91.12 feet for an arc length of 92.99 feet to an iron pin;

THENCE, S 31°156'11" E, 48.79 feet to the Point of Beginning, containing 62,591 square feet or 1.43 acres, more or less.

Parcels 17 and 18 combined total 475,795 square feet or 10.92 acres, more or less.

BEING the same property conveyed to G. Stroud Merritt, III by deed from Eli Merritt, Trustee of the Eli Merritt and Rosana Castrillo Revocable Trust, having full authority to sell and convey without the joinder of any beneficiary, and Louise Clark Merritt, dated May 11, 2005, of record in Instrument No. 20040524-0060701, Register's Office for Davidson County, Tennessee.

**DEED EXHIBIT 2**

Plaque 1

Stone Hall and the cabin Eversong on the Stones River are situated on land that before white settlers came was native American Indian hunting grounds controlled primarily by the Cherokee, but also used by the Shawnee and Chickasaw. Middle Tennessee was known by the Indians as the Middle Hunting Ground and by the white settlers as the Cumberlands. The Stones River was named for long hunter Uriah Stone who explored here in 1767. Nashville founder Colonel John Donelson led the flatboat flotilla of nearly two hundred people in 1780 from Fort Patrick Henry (Kingsport, Tn) to Middle Tennessee on a voyage that has been called "the most amazing piece of pioneering on record." He remained at what was to be called Nashborough only a short time before continuing upstream by boat with his family and twenty slaves to make camp at a point just across the Stones River from Eversong.

Donelson planted corn and cotton and built open-faced cabins to shelter his party which including his fourteen-year-old daughter Rachel, future wife of Andrew Jackson. Floods and attacks by the Chickamauga band of Cherokee sometimes drove the party to the bluffs on this side of the river, and after several months, for the safety of his family, Donelson moved from the area, which was to become known as Donelson's Station or Clover Bottom. Donelson was killed under mysterious circumstances in Kentucky in 1785 on his way back to Middle Tennessee where he was to meet his family. His family indeed returned and settled permanently.

The first Stones River bridge was built in 1840 about 150 yards downstream from the present steel-girded bridge, which was constructed in 1937. The 1840 bridge was burned during the Civil War and rebuilt about 1890. During the river's bridgeless days a ferry ford was used about 400 feet further downstream. Stone Hall was built by Dempsey Weaver Cantrell soon after "The 1916 Great Fire" of Edgefield in Nashville. The home is constructed of handhewn pure dove limestone quarried on the Cantrell farm.

Eversong was moved here by Cantrell from Williamson County in the 1930s. If it had been at its present location in the early 1800s, Eversong would have provided a view of Andrew Jackson's racetrack, store, and tavern just across the river. Stone Hall takes its name from the sixteenth century home of the Cantrell ancestors in England. Dempsey's wife, Nora Johnson Cantrell, who was poet laureate of Tennessee and called her poems "songs," said that when she went down to the cabin by the river she "ever had a song in her heart," so she called it Eversong.

Plaque 2

For making the Stone Hall Park and Nature Center possible, the Greenway would like to thank the Judge Gilbert Stroud Merritt family, especially Mrs. Angie Cantrell Merritt Donelson Ezell. The Greenway would also like to thank the following [people and organizations] for their contributions:

THIS INSTRUMENT WAS PREPARED BY:
J. Bryan Echols
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

# STONE HALL

## CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** ("**Easement**") is hereby quitclaimed on this 9th day of February, 2007 subject to the provisions herein contained, by **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("**Grantor**") to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee not-for-profit corporation ("**Grantee**"), for the purpose of permanently conserving the Conservation Values of the Property (both as defined herein).

**W I T N E S S E T H:**

Grantor is the sole owner in fee simple of certain real property described in Exhibit A, attached to and incorporated herein by this reference (the "**Property**"). The Property is composed of two tracts of land separated by Stones River Road and located at the intersection of Lebanon Road in Hermitage, Davidson County, Tennessee. The Stone Hall Tract, as set forth on Exhibit A, is approximately 9.61 acres and is the site of the stone house known as "**Stone Hall.**" The Eversong Tract, as set forth on Exhibit A, is approximately 1.71 acres, and is the site of the cabin known as "**Eversong.**"

Maintaining the Property in its current state will preserve the setting for the historic Stone Hall and Eversong buildings. Stone Hall and Eversong are situated on land that was Native American hunting grounds controlled primarily by the Cherokee, but also used by the Shawnee and Chickasaw. Middle Tennessee was known by the Indians as the Middle Hunting Ground and by the white settlers as the Cumberlands. The Stones River was named for long hunter Uriah Stone who explored here in 1767. Nashville founder Colonel John Donelson led the flatboat flotilla of nearly two hundred people in 1780 from Fort Patrick Henry in Kingsport, Tennessee to Middle Tennessee on a voyage that has been called "the most amazing piece of pioneering on record." He remained at what was to be called Nashborough only a short time before continuing upstream by boat with his family and twenty slaves to make camp at a point just across the Stones River from Eversong.

Donelson planted corn and cotton and built open-faced cabins to shelter his party which including his fourteen-year-old daughter Rachel, future wife of Andrew Jackson. Floods and attacks by the Chickamauga band of Cherokee sometimes drove the party to the bluffs on this side of the river, and after several months, for the safety of his family, Donelson moved from the area, which was to become known as Donelson's Station or Clover Bottom. Donelson was killed under mysterious circumstances in Kentucky in 1785 on his way back to Middle Tennessee where he was to meet his family. His family indeed returned and settled permanently.

The first Stones River bridge was built in 1840 about 150 yards downstream from the present steel-girded bridge, which was constructed in 1937. The 1840 bridge was burned during

the Civil War and rebuilt about 1890. During the river's bridgeless days a ferry ford was used about 400 feet further downstream. Stone Hall was built by Dempsey Weaver Cantrell soon after "The 1916 Great Fire" of Edgefield in Nashville. The home is constructed of handhewn pure dove limestone quarried on the Cantrell farm.

Eversong was moved here by Cantrell from Wilson County in the 1930s. If it had been at its present location in the early 1800s, Eversong would have provided a view of Andrew Jackson's racetrack, store, and tavern just across the river. Stone Hall takes its name from the sixteenth century home of the Cantrell ancestors in England. Dempsey's wife, Nora Johnson Cantrell, who was poet laureate of Tennessee and called her poems "songs," said that when she went down to the cabin by the river she "ever had a song in her heart," so she called it Eversong. Both Stone Hall and Eversong are designed to be open to the public, together with the remainder of the Property.

The Property possesses scenic natural beauty and is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. The area immediately adjacent to the Property has recently been approved for high density residential development, and other property in the vicinity of the Property has previously been developed for commercial and residential purposes. Lebanon Road is a major arterial public right of way.

The Property is home to a natural habitat of wildlife and plants and provides outstanding scenic qualities that can be enjoyed by the general public. The location of the Property provides scenic open space that can be viewed by the public traveling on Lebanon Road and Stones River Road. The Property provides the general public with relief against the urban development that is occurring in and around Davidson County, Tennessee.

The Property has been conveyed to Grantor for designation as a park to be used by the general public for education and passive recreational purposes such as picnicking, hiking, nature study, and bird watching. Portions of the Property, particularly the Eversong Tract, will form a part of Stones River Greenway, a part of the Nashville Greenways project. The Nashville Greenways project is described as follows:

> "We envision Nashville and Davidson County tied together with threads of green - bicycle paths and hiking trails that connect people to parks, to downtown, to schools and other areas of activity, to waterways, hillsides and the animals and plants that live there, and to each other. A city where natural areas, recreational opportunities, and non-motorized transportation are within easy reach of all of us... Greenways provide valuable greenspace for conservation, recreation and alternative transportation. Greenways provide all citizens with barrier-free access to natural resources and recreational opportunities."

The Eversong Tract is immediately adjacent to a branch of the Stones River, which ultimately flows into the Cumberland River. Preservation of the Property as open space will protect Stones River and the watershed of the Cumberland River. The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernment organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called

the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the "**Assessment**"). The Summary Report of the Assessment issued in 1998 rated the Stones River as significant on the state level for natural and scenic quality, significant on the regional level for recreational boating, and partially supporting its designated uses assigned to it by the Water Quality Control Board.

The historic significance, open space and scenic characteristics of the Property, its current use and state of improvement, are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "**Report**"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that under the perpetual stewardship of Grantee, the open space character, educational value, wildlife habitat, watershed protection, historic significance and scenic values of the Property will be conserved and maintained permanently and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected.

The granting of this Easement will serve the following "conservation purposes"

-- The preservation of the context of the Stones Hall historic structure;

-- The preservation of the Property for passive outdoors recreation and the education of the general public;

-- The preservation of a natural habitat of wildlife and plants; and

-- The preservation of open space for scenic enjoyment of the general public from Lebanon Road and Stones River Road.

The granting of this Easement is intended to comply with the requirements of The Conservation Easement Act of 1981, Tennessee Code Annotated § 66-9-301, et seq., as amended, which permits the creation of conservation easements. Specifically, the Easement's "limitations and affirmative obligations are intended to preserve, maintain or enhance the present condition, use or natural beauty of the land, the open-space value, the air or water quality, the agricultural, forest, recreational, geological, biological, historic, architectural, archaeological, cultural or scenic resources of" the Property.

The open space character, educational value, wildlife habitat, watershed protection, historic significance and scenic values of the Property are collectively referred to herein as the "**Conservation Values**" of the Property.

The Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended (the

"**Code**"), whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes permanently.

Grantor owns the entire fee simple interest in the Property, including the entire mineral estate.

**NOW, THEREFORE,** for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property permanently predominantly in its scenic and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that, except for uses consistent with those of a passive park open to members of the general public, the Property will be conserved and retained permanently predominantly in its natural, scenic, and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities, including passive recreational uses, as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein.

3. Definitions. As used in this Conservation Easement, the term "Grantor" includes the original Grantor, its successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described below. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Notwithstanding the foregoing, except to the extent otherwise set forth herein, nothing in the Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control.

5. No Commercial or Residential Use. No portion of the Property shall in any event be used for residential or commercial purposes.

6. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those existing on the date of this Easement and those permitted by this Section 6, are prohibited. Provided that there is no significant material adverse effect on or impact to the Conservation Values, the following structures are permitted subject to the following provisions:

(i) Existing Structures. Grantor is permitted to maintain and repair Stone Hall and Eversong in their existing locations. Grantor affirmatively covenants to maintain Stone Hall and Eversong in their existing condition or better.

(ii) Recreational Structures. A limited number of shelters for individual picnic tables, park benches, and other similar improvements in support of passive recreational structures may be built on the Property. The number of such improvements shall be limited consistent with the purposes of the Property.

(iii) Appurtenant Structures. Grantor may construct on the Property new structures in support of and consistent with the use of the Property as a passive public park, including administrative offices or restroom facilities, provided, however, that the total square footage of such additional structures shall not exceed five thousand (5,000) square feet, and provided, further, that Grantor shall obtain the prior written approval and consent of Grantee prior to such construction.

(iv) Fences. New fences may be built on the Property for purposes of reasonable and customary management of the passive recreational uses, without any further permission of Grantee, provided that such fences shall be compatible in design with the rustic character of the Property.

(v) Trails. Trails to be used solely for enhancing the exposure of the Property to the public in its natural and scenic condition and those trails or pathways consistent with the Nashville Greenways project may be established on the Property

(b) Grantee's Permission. If the consent of Grantee is required for the construction of any structure or improvement on the Property, Grantor shall notify Grantee of such proposed construction and provide a plan and description of the structures or improvements to be constructed, along with their location; whereupon Grantee shall determine if such proposed construction complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin construction without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction complies with the terms and intent of this Easement. Grantee shall grant permission or approval to the Grantor only where the

Grantee, acting in the Grantee's sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond after it receives all required documentation for the proposed construction, and if it fails to respond to Grantor within such time period, its consent to the proposed construction shall be deemed to have been granted.

7. Grantor's Affirmative Obligations. In addition to the restrictions imposed pursuant to this Easement, Grantor expressly covenants and agrees to the following affirmative obligations:

(a) Maintenance of Structures. Grantor affirmatively covenants to maintain Stone Hall and Eversong in their existing condition or better.

(b) Signage. Except as described below, and except for the two required plaques provided for in the deed conveying the Property from Gilbert Stroud Merritt III to Grantor (the "**Required Plaques**"), no billboard or advertising material or other sign structure shall be erected or placed on the Property, provided, however, that limited and appropriate educational plaques describing the historic significance of the Property and small signs describing plants, trees or animals to be found on the Property may be placed on the Property. Grantor shall maintain signage on the Property describing the Property as the "Stone Hall Park and Nature Center" and shall have signage on Stone Hall and Eversong identifying each and using such names, such signage to be prominently placed and visible to the public from Lebanon Road and otherwise. Grantor shall not erect on the Property any sign or monument that indicates the Property or the improvements thereon are named for or dedicated to, or acknowledging individuals or organizations other than the names set forth above and the matters set forth on the Required Plaques. Signage evidencing the ownership or management of the Property by Grantor, so long as Grantor is The Metropolitan Government of Nashville and Davidson County, Tennessee, signs publicizing the Property as part of the Nashville Greenway project, and a sign designating the Property as being preserved under a conservation easement held by Grantee or any successor holder of this Easement, shall be permitted to the extent such signs do not unreasonably interfere with the Conservation Values of the Property.

(c) Stones River Road. In the event Stones River Road is closed, the right of way of such road shall be subjected to the terms of this Easement and deemed added to the Property. At such time, at the request of Grantee, Grantor shall execute an amendment to this Easement noting the additional property subjected to this Easement.

8. Subdivision. The subdivision of the Property, whether by physical or legal process, is prohibited. Without limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. The Property may be transferred, encumbered, mortgaged or conveyed, and the provisions of this Easement shall continue to encumber the Property.

9. Road and Driveway Construction.

(a) Private roads and driveways may hereafter be constructed on the Property where needed to provide access to permitted structures consistent with the use of the Property as a public park. No roadway hereafter constructed on the Property shall materially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement.

(b) No public roadway or right of way may be constructed on the Property except for a roadway (the "**Future Roadway**") to be located across the Stone Hall Tract to connect the future residential development on the adjacent real property identified as Parcel 08500021300 on the tax maps of Davidson County, Tennessee and consisting of approximately 60.47 acres (the "**Adjoining Development**") to the intersection of Lebanon Road at Central Pike, and subject to the following conditions:

(i) The location of the Future Roadway shall receive the prior written approval of Grantee pursuant to the provisions of Section 6(b), and shall be located to the north of Stone Hall substantially as shown on the diagram attached hereto as Exhibit B and incorporated herein by this reference. Existing improvements located on the Property, except Stone Hall and Eversong, that interfere with the course of the Future Roadway may be demolished and removed by Grantor or Grantor's designee;

(ii) The maximum width of the Future Roadway, including curbs and gutters, shall be Twenty Nine Feet (29'), except for the last two hundred (200) linear feet of the Future Roadway closest to Lebanon Road, at the junction of said two roads, which maximum width including curbs and gutters shall be Sixty Seven Feet (67'). Sidewalks shall not be deemed a portion of the Future Roadway;

(iii) The Future Roadway shall be limited to providing motor vehicle ingress and egress for the Adjoining Development (including construction traffic associated with the Adjoining Development), for the existing residences located on Stones River Road, and for Ravenwood Country Club The Future Roadway shall not be used for ingress and egress for commercial or industrial development or to serve more development than the Three Hundred Thirty Nine (339) residences associated with the above-described categories; and

(iv) The Future Roadway shall not unreasonably interfere with the Conservation Values of the Property.

10. Development Rights. Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

11. Tree Cutting. Notwithstanding the other provisions of this Easement, no use of the Property shall require the clearing of any more trees than are necessary for the reasonable

construction of permitted structures or to enhance passive recreational uses. Trees may be cut to control insects and disease, to prevent personal injury and property damage, and as otherwise permitted herein. Any commercial timber growing and harvesting on the Property shall be prohibited. Trees may be removed to control or prevent fire.

12. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited

13. Recreational and Educational Purposes. Grantor retains the right to use the Property for lawful passive recreational uses, including, but not limited to, hiking, picnicking, social events, tours, nature study and interpretation and other educational programs, and bird watching. Active uses, including without limitation ball fields, recreation centers, and playground equipment, are prohibited. Nothing set forth herein shall preclude the use of Stone Hall and Eversong for exhibits, museums or offices consistent with the use of the Property as a public park and nature center.

14. Trash. Grantor shall exercise all reasonable and diligent actions, including without limitation regularly scheduled trash collection and removal, required for the prevention of and removal of accumulated trash, discarded food and other refuse.

15. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to lease or to sell or otherwise transfer the Property to anyone they choose, in accordance with terms of this Easement.

16. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property, if any. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law or this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property. The Property shall be maintained in a first quality manner and in accordance with best management and conservation practices.

17. Enforcement. Grantee shall have the right to prevent and correct violations of the terms of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, scenic qualities or

Conservation Values of the Property, Grantee shall give Grantor written notice of the violation and thirty (30) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, to the extent permitted by applicable law, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (a) monetary damages, including damages for the loss of the Conservation Values protected by the Easement; (b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee may pursue its remedies under this Section 17 without prior notice to Grantor or without waiting for the period provided for the cure to expire.

Waiver of any violation or breach of this Easement shall not operate as a waiver of any future or continuing violation or breach. Failure to enforce any term or provision of this Easement shall not operate thereafter as a waiver of such term or provision.

18. Transfer of Easement. If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 18, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

Upon such transfer pursuant to this Section 18, all records, plans and documents with respect to the conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

19. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing, thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement. The failure of the Grantor to so notify the Grantee shall not impair the Grantor's right to transfer the Property.

20. Effectiveness of Easement; Amendments. This Easement shall be enforceable against third parties from and after the time it is recorded with the Register's Office of the county in which the Property is located. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any such amendment shall be effective as to third parties from and after the time that such amendment is recorded with the Register's Office of the county in which the Property is located.

21. Termination of Easement. The parties hereto stipulate and agree that this Easement is a real property interest which immediately vests in Grantee, and which Grantor and Grantee stipulate to have a fair market value that shall be determined by multiplying the fair market value of the Property unencumbered by the Easement, by a ratio of the value of the easement as of the date hereof to the value of the Property as of the date hereof without deduction for the value of the Easement. The ratio of the value of the Easement to the value of the Property unencumbered by this easement shall remain constant and shall be used in determining what amount of proceeds Grantee shall receive should this Easement be terminated or extinguished for any reason. If condemnation of a part of the Property or of the entire Property by a public authority renders it impossible to fulfill any of these conservation purposes, as determined by Grantee, in the exercise of its discretion, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and the Property is sold or taken for public use, then, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the fair market value of the Easement to the fair market value of the Property unencumbered by the Easement, as these values are determined as set forth above on the date of this Easement. Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

22. Interpretation; Captions; Severability. This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term or paragraph contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

23. Perpetual Duration. This Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

24. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Metropolitan Government
Finance Department
Real Estate Manager
222 3rd Avenue North, Suite 701
Nashville, Tennessee 37201

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 530
P. O. Box 23473
Nashville, Tennessee 37202

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder.

25. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property during Grantor's ownership of the Property, or the Property's use as a landfill or dump. Grantee shall have no liability or responsibility for any litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump, or violation of any federal, state or local environmental laws. .

26. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement.

27. Acceptance. As evidenced by the signature of Grantee's duly authorized officer affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

28. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. Existing Limitations. This Easement and the conservation easement herein described are quitclaimed subject to such limitations and restrictions as may affect the premises, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

**[COUNTERPART EXECUTION PAGES FOLLOW]**

**CONSERVATION EASEMENT**

**COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

Ken Maynard

KEN MAYNARD, Public Property Director

**APPROVED AS TO FINANCIAL MATTERS:**

_____

DAVID MANNING, Director of Finance

**APPROVED AS TO INSURANCE:**

_____

ABBIE HUDGENS, Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

_____

_____, Metropolitan Attorney

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

_____

Date:_____

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Lauretta D. Hardison, of the state and county aforesaid, personally appeared Ken Maynard, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the Public Property Director of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, the within bargainor, and that he as such Public Property Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the bargainor by himself as Public Property Director.

Witness my hand and seal, at office in Nashville, TN, this 9th day of February, 2007.

Lauretta D. Hardison
NOTARY PUBLIC
My Commission Expires: May 23, 2009



**CONSERVATION EASEMENT**

**COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

KEN MAYNARD, Public Property Director

**APPROVED AS TO FINANCIAL MATTERS:**

DAVID MANNING, Director of Finance

**APPROVED AS TO INSURANCE:**

ABBIE HUDGENS, Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Kathryn S. Evans

_____, Metropolitan Attorney

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

_____

Date:_____

**CONSERVATION EASEMENT**

**COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

**THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee not-for-profit corporation

By: Jean C. Nelson

Print Name: Jean C. Nelson

Title: President and Executive Director

STATE OF TENNESSEE )
COUNTY OF Davidson )

Before me, Brendi E. Kaplan, a Notary Public of said County and State, personally appeared JEAN CLINTON NELSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President and Executive Director (or other officer authorized to execute the instrument) of THE LAND TRUST FOR TENNESSEE, INC., the within named bargainor, a Tennessee not-for-profit corporation, and that she as such Executive Director and President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by herself as Executive Director and President.

Witness my hand and seal, at Office in Nashville, TN, this 9th day of February, 2007.

BRENDI E. KAPLAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Brendi E. Kaplan

Notary Public

My Commission Expires: MY COMMISSION EXPIRES: March 22, 2008

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

The actual consideration for this transfer is **NONE**.

_____
GRANTEE

Subscribed and sworn to before me on this 9th day of February, 2007.

BRENDI E. KAPLAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

_____
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: March 22, 2008

## EXHIBIT A

## PROPERTY DESCRIPTION

Being two parcels of land in the Second Civil District of Hermitage, Davidson County, Tennessee, located at the intersection of Lebanon Road and Stones River Road being more particularly described as follows:

PARCEL 18

BEGINNING at an iron pin at the intersection of the northerly margin of Lebanon Road and the easterly margin of Stones River Road;

THENCE, with the margin of Stones River Road the following calls:

N 31° 16' 11" W, 56.44 feet to an iron pin, with a curve concave to the west having a central angle of 39° 54' 31", a radius of 166.50 feet and a chord of N 51° 13' 27" W, 113.64 feet for an arc length of 115.97 feet to an iron pin,

N 71° 10' 42" W, 343.12 feet to an iron pin in the east line of Ravenwood Club of record in Book 3374, page 566, R.O.D.C.;

THENCE, with said Ravenwood Club, N 08° 25' 55" E, 494.69 feet to an iron pin;

THENCE, with Pine Brook Associates of record in Book 11334, Page 571, R.O.D.C., S 78° 52' 18" E, 224.69 feet to an iron pin;

THENCE, S 85° 54' 09" E, 185.25 feet to an iron pin;

THENCE, with Emmanuel Evangelical Lutheran Church of record in Book 7332, Page 812, R.O.D.C., S 85° 57' 04" E, 133.01 feet to an iron pin;

THENCE, S 36° 40' 06" E, 97.30 feet to an iron pin;

THENCE, S 32° 33' 44" E, 191.20 feet to an iron pin;

THENCE, with John Downer, Sr., of record in Book 4454, Page 276, R.O.D.C., S 32° 13' 22" E, 202.01 feet to an iron pin in the northerly margin of Lebanon Road;

THENCE, with said Lebanon Road and a curve concave to the north having a central angle of 15° 12' 27", a radius of 1,874.86 feet and a chord of S 63° 03' 11" W, 496.17 feet for an arc length of 497.63 feet to an iron pin;

THENCE, S 71° 46' 42" W, 5.13 feet to the Point of Beginning.

Containing 413,204 square feet or 9.49 acres, more or less.

PARCEL 17

BEGINNING at an iron pin at the intersection of the northerly margin of Lebanon Road and the westerly margin of Stones River Road;

THENCE, with the margin of Lebanon Road, S 71° 46' 42" W, 246.50 feet to a point at the approximate low water line of Stones River;

THENCE, with said low water line, N 36° 22' 18" W, 90.00 feet to a point;

THENCE, N 57° 26' 46" W, 172.70 feet to a point;

THENCE, leaving said low water with the east line of Ravenwood Club of record in Book 3374, page 566, R.O.D.C., N. 08° 25' 55" E, 120.50 feet to an iron pin in the southerly margin of Stones River Road;

THENCE, with said margin, S 71° 10' 42" E, 337.07 feet to an iron pin;

THENCE, with a curve concave to the south having a central angle of 39° 54' 31", a radius of 133.50 feet and a chord of S 51° 13' 27" E, 91.12 feet for an arc length of 92.99 feet to an iron pin;

THENCE, S 31° 156' 11" E, 48.79 feet to the Point of Beginning, Containing 62,591 square feet or 1.43 acres, more or less,

Parcels 17 and 18 combined total 475,795 square feet or 10.92 acres, more or less.

Being the same property conveyed to Grantor by deed from Gilbert Stroud Merritt of record as Instrument Number 20040524-0060701, Register of Deeds for Davidson County, Tennessee.

**EXHIBIT B**

**FUTURE ROADWAY PLACEMENT**

